

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

JASIEL GARZON,

Plaintiff,

No.

v.

ELJIM, INC.,

JURY TRIAL DEMANDED

Defendant.

COMPLAINT

Introduction

1. This is an action brought by plaintiff Jasiel Garzon ("Garzon"), a truck driver, against defendant Eljim, Inc. ("Eljim") to recover damages for violation of the Truth in Leasing Act. ("TILA"), 49 U.S.C. section 14704(a)(2), and the Illinois common law of contract.

2. TILA governs the terms and conditions under which owner-operator truckers lease equipment to federally-authorized motor carriers that transport freight in interstate commerce.

Jurisdiction and Venue

3. This Court has jurisdiction pursuant to 28 U.S.C. section 1331 because plaintiff has asserted a claim arising under federal law pursuant to the TILA. The Court has supplemental jurisdiction over plaintiff's state law claim pursuant to 28 U.S.C. section 1367.

4. Venue is proper in this District pursuant to 28 U.S.C. 1391(b) because defendant Eljim resides in this District and the transactions at issue in this case took place in this District.

Parties

5. Plaintiff Jasiel Garzon worked as a truck driver for defendant Eljim from approximately November, 2019 to approximately February, 2020. Plaintiff Garzon was an owner-operator trucker who leased equipment to defendant Eljim.

6. Defendant Eljim is an Illinois corporation with headquarters in Rolling Meadows, Illinois. Defendant Eljim is a federally-authorized motor carrier that transports freight in interstate commerce.

Facts

7. Plaintiff Garzon and defendant Eljim entered into a lease agreement which served as the "equipment lease" required by regulations promulgated pursuant to the TILA, 49 C.F.R. section 376.12.

8. Defendant Eljim failed to make the final two payments owed to Mr. Garzon for his work under the lease agreement, totaling approximately six thousand dollars (\$6,000.00).

9. These amounts were due and owing to plaintiff Garzon upon the termination of his contract with Eljim and have not been paid.

10. For these reasons, defendant Eljim violated the provisions of the TILA and its governing regulations and the Illinois law of contract and owes plaintiff Lewis approximately six thousand dollars (\$6,000.00).

COUNT I – VIOLATION OF THE TRUTH IN LEASING ACT

11. Plaintiff re-alleges and incorporates by reference paragraphs 1-10 of this Complaint as paragraphs 1-10 of this Count I.

12. Defendant Eljim is a motor carrier licensed with the U.S. Department of Transportation.

13. Pursuant to the Truth in Leasing Act regulations, 49 C.F.R. section 376.11, defendant Eljim signed a contract with plaintiff Garzon and operated under an agreement whereby Garzon leased his truck to Eljim.

14. Under the TILA regulations, the required lease provisions must be “adhered to and performed by the authorized carrier.” *Id.*, Section 376.12 (introductory paragraph).

15. Defendant Eljim failed to make payments to plaintiff Garzon, in violation of their lease agreement.

16. Defendant Eljim did not adhere to the terms of its contract with plaintiff Garzon.

17. Under 49 U.S.C. Section 14704(a), defendant Eljim is liable to plaintiff Garzon for the damages he suffered on account of Eljim’s regulatory violations.

Prayer for Relief

Plaintiff asks the Court to enter judgment against defendant Eljim and issue an order:

- a. Entering judgment against defendant for all damages that plaintiff Garzon incurred as a result of Eljim’s violations of the Truth in Leasing Act regulations, in an amount equal to approximately \$6,000.00;

- b. Awarding pre-judgment and post-judgment interest; and
- c. Awarding plaintiff's counsel his reasonable attorney's fees and costs for their prosecution of this action, pursuant to 49 U.S.C. section 14704(e).

COUNT II – BREACH OF CONTRACT

18. Plaintiff re-alleges and incorporates by reference paragraphs 1-17 of this Complaint as paragraphs 1-17 of this Count II.

19. Defendant Eljim contracted with plaintiff Garzon in a written agreement.

20. Plaintiff Garzon substantially performed all his obligations under his contract with defendant.

21. Defendant breached the contract with plaintiff by failing to make payments due and owing to plaintiff.

Prayer for Relief

Plaintiff asks the Court to enter judgment against defendant Eljim and issue an order:

- a. Entering judgment against defendant Eljim for all damages that plaintiff Garzon incurred as a result of Eljim's breach of contract, in an amount equal to approximately six thousand dollars (\$6,000.00); and
- b. Awarding pre-judgment and post-judgment interest.

Jury Demand

Plaintiff demands trial by jury.

By: /s/ Paul Strauss
Attorney for Plaintiff Jasiel Garzon

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